

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

**EXECUTIVE ORDER 11246**

1. As used in these Specifications:
  - a. Covered area means the geographical area in which the Project is located.
  - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
  - c. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
  - d. Minority includes:
    - 1) Black (a person having origins in any of the black African racial groups not of Hispanic origin);
    - 2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - 3) Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - 4) American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 6a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
4. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.
6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individual working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiles under 6b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of

construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news median, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and females and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6a through p). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 6A through p of these Specifications provided that the Contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and females in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, make a good faith effort to meet its individual goals and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The

obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and no minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The Contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The Contractor shall not enter any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 6 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the community Development Block Grant Program).
15. Noncompliance by the Contractor with the requirements of the Affirmative Action Program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

## **SUBPART B- SECTION 202, EXECUTIVE ORDER 11246**

### **CONTRACTOR'S AGREEMENT**

Section 202, EXCEPT IN CONTRACTS EXEMPTED IN ACCORDANCE WITH SECTION 204 OF THIS ORDER, ALL GOVERNMENT CONTRACTING AGENCIES SHALL INCLUDE IN EVERY GOVERNMENT CONTRACT HEREFTER ENTERED INTO THE FOLLOWING PROVISIONS:

DURING THE PERFORMANCE OF THIS CONTRACT THE CONTRACTOR AGREES AS FOLLOWS:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.
2. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules regulations, or order of the Secretary of Labor, or as otherwise provided by Law.
7. The contractor will include the provision of Paragraphs (1) thru (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontract or vendor as result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEDERAL TAX I.D. # \_\_\_\_\_

COMPLETED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## PART 135 ECONOMIC OPPORTUNITY FOR LOW AND VERY LOW INCOME PERSONS

### SECTION 3

1. **Background** – Section 3 is a statutory provision which requires that HUD administer its programs providing direct financial assistance so that, to the greatest extent feasible, opportunities for job training, employment and contracting are given to lower income persons and firms in the area in which a HUD-assisted project is located. The Assistant Secretary for Fair Housing and Equal Opportunity has been delegated the responsibility for implementing this statutory provision. Section 3 is directed toward lower income residents and local businesses. Its legislative history reveals that Section 3 was originally designed to stimulate jobs and contracts for those persons who would be the beneficiaries of HUD's program assistance, primarily through large construction projects.

2. **Purpose** - Section 3 does not require the creation of jobs for low income-income persons or for anyone simply for the sake of creating economic opportunities. Section 3 requires that when employment or contract opportunities are generated by a recipient of HUD financial assistance because it necessitates the employment of additional personnel through individual hiring or awards of contracts for work, the recipient **must give preference in hiring** to low income persons. In addition, it **must give preference in contracting** to certified Section 3 businesses that are owned by these persons or those that substantially employ low-income persons.

The Morrow County Development Office, not only desires to include low-income persons in recruitment and solicitation efforts but also desires to undertake extra efforts to make these persons aware of the existence of the economic opportunities. Therefore, the County encourages applications for these opportunities and strives to award contracts to certified Section 3 businesses.

3. **Applicability** - In the Morrow County metropolitan area, Section 3 applies to the following assistance.

- 1) Public Housing assistance
- 2) Housing and Community Development assistance

This includes housing rehabilitation, housing construction and other public improvement activities.

**Thresholds** – Contractor and Subcontractor performing work on section covered project for which the amount of assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

A covered contract is a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials.

The requirements apply to the **entire project or activity** whether fully or partially funded by HUD Section 3 covered assistance.

4. **Numerical Goals** – The recipient may demonstrate compliance to the "greatest extent feasible" as required by Section 3 by meeting the following minimum numerical goals:

- 1) Commit to employ Section 3 Residents as **30%** of the aggregate number of **new hires**.
- 2) Commit to award at least **10% of the total dollar amount of all Section 3 covered contracts** for building trades arising in connection with housing rehabilitation, housing construction and other public construction to certified Section 3 Businesses.

## **DEFINITIONS**

### **A. Section 3 Resident:**

1. A public housing resident; or
2. An individual who resides in the metropolitan area or non metropolitan area county in which the Section 3 covered assistance is being expended, and who is a low income person; means families (including single persons) whose incomes do not exceed 80 percent of the median income for the areas, as determined below:

### **AREA 2014 LOW-INCOME LIMITS**

Family Size: Number in Household	Household Income (less than)
1 Person	\$35,100.00
2 Persons	\$40,100.00
3 Persons	\$45,100.00
4 Persons	\$50,100.00
5 Persons	\$54,150.00
6 Persons	\$58,150.00
7 Persons	\$62,150.00
8 Persons	\$66,150.00

### **B. New Hire:**

1. A person who is not on the contractor's payroll at the time of selection for the Section 3 covered contract award.

### **C. Section 3 Business Concern:**

1. That is 51% or more owned by Section 3 resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualification set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."
- ❖ A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person/business is eligible for that preference.

For more information go to:  
<http://www.hud.gov/offices/fheo/section3/section3.cfm>



**PART 135**  
**ECONOMIC OPPORTUNITY FOR LOW AND VERY LOW INCOME PERSONS**  
**SECTION 3 - CLAUSE**

**All Section 3 covered contracts shall include the following clause:**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulation in 24CFR Part 135, which implemented Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. This notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause. Upon finding that the subcontractor is in violation of the regulation in 24 CFR Part 135, the contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contract.

COMPANY NAME: \_\_\_\_\_

FEDERAL TAX I.D. # \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_  
I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

**CONTINGENT FEE**  
**INDEPENDENT PRICE DETERMINATION**  
**CLEAN AIR AND WATER PROVISION**

**CONTINGENT FEE**

- (a) He/She has, \_\_\_\_\_ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract and
- (b) He/She has, \_\_\_\_\_ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) a fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation including the term "bona fide employee", see Code of Federal Regulations, Title 41, Subpart 1-1.5).

**INDEPENDENT PRICE DETERMINATION**

- (a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this procurement:
  - 1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, in the case of a bid or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor and;
  - 3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
  - 1. He/She is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, or
  - 2. He/She is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to (a) (1) through (a) (3) above.
    - a) This certification is not applicable to a foreign bidder submitting a bid for a contract or delivery outside the United States, its possessions, and Puerto Rico.

b) A bid will not be considered for award where (a) (1), (a) (3), or (b) above has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

<b>NOTE:</b>	<b>BID MUST BE SET FORTH, FULL ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BIDS (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN U.S. CODE.</b>
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## **CLEAN AIR AND WATER**

(Applicable if the bid or offer exceeds \$100,000.00 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000.00, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c – 8© (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319 © and is noted by E.P.A. or is not otherwise exempt.

The bidder of offer or certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed contract has \_\_\_\_\_, has not \_\_\_\_\_, been listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He/She will promptly notify the contacting officer, prior to award, of the receipt of any communications from the Director, Office of Federal Activities, and the Environmental Protection Agency, indicating that any facility, which he proposes to use for the performance of the contract, is under consideration to be listed on the E.P.A. List of Violating Facilities.
- (c) He/She will include this certification, including this paragraph ©, in every nonexempt subcontract.

**PARENT COMPANY EMPLOYER IDENTIFICATION NUMBER**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

**COMPLETE ONLY IF BID EXCEEDS \$10,000.00 IN AMOUNT.**

**PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER**

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? \_\_\_\_ Yes \_\_\_\_ No  
(for the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or vote basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise).

If the answer to (a) above is "Yes", bidder shall insert in the space below the name and main office address of the parent company.

PARENT COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

EMPLOYER DUNS #, if available \_\_\_\_\_

Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Returns, U.S. Treasury Department Form 941).

BIDDER'S EMPLOYER IDENTIFICATION # \_\_\_\_\_

## CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause).

By the submission of this bid, the bidder, applicant, or subcontractor certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his/her establishments, and that he/she does not permit his employees to perform their services at any location under this control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other resting areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color religion or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications) he/she will obtain identical certifications from proposed subcontractor prior to the award of subcontract exceeding \$10,000.00 which are not exempt for the provision of the Equal Opportunity Clauses, that he/she will retain such certifications in his/her files/ and that he/she will forward the following notice so such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.

A Certification of Non-segregated Facilities must be submitted prior to the award of subcontract exceeding \$10,000.00, which is not exempt from the provision of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in the United States Code.

## CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

List total workforce (all employees) for the company.

JOB CATEGORY	TOTAL EMPLOYEES	FEMALE	CAUCASIAN	AFRICAN AMERICAN	SPANISH AMERICAN	AMERICAN INDIAN	ASIAN	OTHER
Officers/ Supervisors								
Professionals								
Technicians								
Housing/Sales/ Rental/Mgmt.								
Office/Clerical								
Service Workers								
Journeyman								
Helpers								
Apprentices								
Trainees								
TRADE:								
TRADE:								
TRADE:								
OTHER:								
TOTAL:								

\*List construction trade/other job title

<b>Business Name:</b>			<b>Date Completed</b> / /
<b>Project Name:</b>			<b>City:</b>
<b>EEO Officer:</b>	<b>Telephone Number:</b>	<b>Fax Number:</b>	<b>Email Address:</b>

Signature of EEO Officer \_\_\_\_\_

### PROPOSED PROJECT WORKFORCE BREAKDOWN / WAGE RATE

JOB CATEGORY	MALE / FEMALE	CAUCASIAN	AFRICAN AMERICAN	SPANISH AMERICAN	AMERICAN INDIAN	Asian	OTHER	# of positions to be filled with SEC 3 persons	BASE HOURLY RATE	FRINGE BENEFITS
Officers/ Supervisors										
Professionals										
Technicians										
Housing/Sales/ Rental/Mgmt.										
Office/Clerical										
Service Workers										
Journeyman										
Helpers										
Apprentices										
Trainees										
TRADE:										
TRADE:										
TRADE:										
OTHER:										
TOTAL:										

List **ONLY** the employee that will be working on this project.

\*List construction trade/other job title

## PREVAILING WAGE STATEMENT AND ACKNOWLEDGEMENT

\_\_\_\_\_ hereby acknowledges

*Company*

FEDERAL PREVAILING WAGE LAW\*, as enforced by Morrow County, and agrees to abide by all the provisions and mandates of that law. Specifically, the contractor acknowledges and agrees to hold all contractors to the following provisions:

- 1) It will establish and maintain a filing system containing all subcontractors' payroll reports.
- 2) It will maintain a listing of all pay dates.

Coordinator within 2 weeks after the first payday:

Payroll reports shall continue to be provided during the term of the project in accordance with the following schedule:

- a) If the project will exceed four months, reports after the initial report shall be filed once a month.
- b) If the project will be completed in less than four months, reports shall be filed weekly after the initial report.
- 4) The contractor acknowledges that all Prevailing Wage documentation may be obtained from the County's Prevailing Wage Coordinator and hereby agrees and consents to allow the County's Prevailing Wage Coordinator, or designated representative, to monitor compliance with prevailing wage policies and guidelines. The Coordinator shall be permitted and shall have access to all books, records and documents of contractors, when necessary, for purposes of such monitoring.
- 5) At the completion of the project, contractors shall provide a sworn and notarized affidavit indicating compliance with the prevailing wage guidelines during the entire term of the project.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Company Official

===== PAYROLL OFFICER NAME# \_\_\_\_\_

### NAME AND TITLE OF INDIVIDUALS AUTHORIZED TO CERTIFY PAYROLLS

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: OH150002 06/12/2015 OH2

Superseded General Decision Number: OH20140002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	01/30/2015
3	02/06/2015
4	02/20/2015
5	03/20/2015
6	04/03/2015
7	04/24/2015
8	05/01/2015
9	05/08/2015
10	05/22/2015
11	05/29/2015
12	06/05/2015
13	06/12/2015

BRKY0007-003 06/01/2011

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.29	16.80
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BROH0001-001 07/01/2014		

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....\$ 30.05	13.02
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BROH0001-004 06/01/2014

Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 28.33	11.37

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BROH0003-002 07/01/2014

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

Rates	Fringes
Bricklayer, Stonemason.....\$ 30.05	13.02

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BROH0005-003 05/01/2014

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

Rates	Fringes
BRICKLAYER	
BRICKLAYERS; CAULKERS;	
CLEANERS; POINTERS; &	
STONEMASONS.....\$ 33.27	12.73
SANDBLASTERS.....\$ 33.27	12.73
SEWER BRICKLAYERS & STACK	
BUILDERS.....\$ 33.27	12.73
SEWER BRICKLAYERS; STACK	
BUILDERS; & SWING SCAFFOLDS.\$ 30.91	11.78
SWING SCAFFOLDS.....\$ 33.27	12.73

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BROH0006-005 06/01/2014

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

Rates	Fringes
Bricklayer, Stonemason.....\$ 28.33	11.37

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BROH0007-005 09/01/2014

PORTAGE & SUMMIT

Rates	Fringes
BRICKLAYER.....\$ 29.35	14.36

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 BROH0007-010 06/01/2014

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.33	11.37

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BROH0008-001 06/01/2014

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,  
 Middleton, & Unity Townships and the city of New Waterford),  
 MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 27.10	16.89

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BROH0009-002 06/01/2014

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.  
 Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37
Refractory.....	\$ 30.24	17.14

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BROH0010-002 07/01/2013

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,  
 Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &  
 Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.95	15.66

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BROH0014-002 06/01/2014

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,  
 Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

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BROH0016-002 05/01/2014

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.69	13.97

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BROH0018-002 06/01/2014

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon,  
Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37
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BROH0022-004 06/01/2014

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,  
MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,  
Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37
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BROH0032-001 06/01/2014

GALLIA &amp; MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37
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BROH0035-002 06/01/2014

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37
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BROH0039-002 06/01/2014

ADAMS &amp; SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.27	15.89
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BROH0040-003 06/01/2014

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,  
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee  
Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.14	16.98

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above  
journeyman rate.

Free standing stack work ground level to top of stack;

Sandblasting and laying of carbon masonry material in swing

stage and/or scaffold; Ramming and spading of plastics and  
gunniting: \$1.50 per hour above journeyman rate.  
"Hot" work: \$2.50 above journeyman rate.

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BROH0044-002 06/01/2014

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 28.33	11.37

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BROH0045-002 06/01/2014

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.88	12.89

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BROH0046-002 06/01/2014

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &  
Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &  
Richland Townships) COUNTIES & the Islands of Lake Erie north  
of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.14	16.98

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above  
journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing  
stage and/or scaffold; Ramming and spading of plastics and  
gunniting: \$1.50 per hour above journeyman rate.  
"Hot" work: \$2.50 above journeyman rate.

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BROH0052-001 06/01/2014

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.33	11.37

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BROH0052-003 06/01/2014

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,  
Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.77	14.93
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BROH0055-003 06/01/2014		

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.88	12.89
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CARP0003-004 05/01/2014		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 25.61	15.10
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CARP0069-003 05/01/2014		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.50	13.67
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CARP0069-006 05/01/2014		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 23.66	13.05
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CARP0171-002 05/01/2014		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 26.02	15.49
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CARP0200-002 05/01/2014		

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,  
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,  
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,  
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 28.22	13.50
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 28.22	13.50
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CARP0248-005 07/01/2008

LUCAS &amp; WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER		
DEFIANCE, FULTON, HANCOCK,		
HENRY, PAULDING & WILLIAMS		
COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2014

ASHTABULA, CUYAHOGA, GEAUGA &amp; LAKE

	Rates	Fringes
CARPENTER.....	\$ 31.61	14.46

CARP0372-002 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM &amp; VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 23.18	13.28

CARP0639-003 05/01/2014

MEDINA, PORTAGE &amp; SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 29.59	14.64

CARP0735-002 05/01/2014

ASHLAND, ERIE, HURON, LORAIN &amp; RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 24.80	13.29

CARP1311-001 05/01/2014

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,  
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &  
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 27.39	14.33
Diver.....	\$ 40.58	9.69

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 CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,  
 PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05
DIVERS - \$250.00 per day		

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CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92
DIVERS - \$250.00 per day		

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CARP1871-006 06/01/2013

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 47.07	13.92
Piledrivermen; Diver, Dry.....	\$ 31.38	13.92

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CARP1871-008 06/01/2013

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,  
 LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 44.22	15.49
Piledrivermen; Diver, Dry.....	\$ 29.48	15.49

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CARP1871-014 06/01/2013

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 37.40	13.81
Piledrivermen; Diver, Dry.....	\$ 24.93	13.81

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CARP1871-015 06/01/2013

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 36.53	12.96
Piledrivermen; Diver, Dry.....	\$ 24.35	12.96

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 CARP1871-017 06/01/2013

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 39.44	14.16
Piledrivermen; Diver, Dry.....	\$ 26.29	14.16

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CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

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CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

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ELEC0008-002 05/26/2014

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
 PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 37.12	18.88

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ELEC0032-003 06/01/2014

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &  
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,  
 Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.32	15.18

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ELEC0032-004 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,  
 Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 20.27	4.12+a
Groundman Truck Driver.....	\$ 14.43	3.63+a
Lineman.....	\$ 22.52	4.31+a

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

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ELEC0038-002 04/28/2014

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 36.78	19.72

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0038-008 04/27/2015

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 26.05	10.40+a+b
Installer Technician.....	\$ 24.55	10.11+a+b

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0064-003 11/25/2013

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)  
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.02	12.91

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ELEC0071-001 12/29/2014

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,

FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 31.52	12.00
Groundmen.....	\$ 22.76	10.07
Linemen & Cable Splicers....	\$ 35.02	12.76
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ELEC0071-004 12/29/2014		

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 31.52	12.00
Groundman.....	\$ 22.76	10.07
Lineman & Cable Splicers....	\$ 35.02	12.76
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ELEC0071-005 12/30/2013		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 29.02	11.96
Municipal Power/Transit Projects.....	\$ 37.21	13.93
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 22.57	10.42
Municipal Power/Transit Projects.....	\$ 28.94	11.95
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.39	12.75
Municipal Power/Transit Projects.....	\$ 41.35	14.92
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ELEC0071-008 12/29/2014		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates	Fringes
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Line Construction		
Equipment Operator.....	\$ 31.52	12.00
Groundman.....	\$ 22.76	10.07
Lineman & Cable Splicers....	\$ 35.02	12.76

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ELEC0071-010 12/29/2014

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,  
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 31.52	12.00
Groundman.....	\$ 22.76	10.07
Lineman & Cable Splicers....	\$ 35.02	12.76

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ELEC0071-013 12/29/2014

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 31.52	12.00
Groundman.....	\$ 22.76	10.07
Lineman & Cable Splicers....	\$ 35.02	12.76

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ELEC0071-014 12/29/2014

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,  
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,  
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union  
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &  
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 31.52	12.00
Groundman.....	\$ 22.76	10.07
Lineman & Cable Splicers....	\$ 35.02	12.76

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ELEC0082-002 12/01/2014

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.70	17.39

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ELEC0082-006 12/01/2014

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 10.24	4.91
Installer/Technician.....	\$ 22.75	9.91

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ELEC0129-003 03/01/2010

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	13.80

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ELEC0129-004 03/01/2010

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	13.80

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ELEC0141-003 09/01/2014

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 31.75	23.16
ELECTRICIAN.....	\$ 28.35	23.05

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ELEC0212-003 07/01/2013

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.50	9.51

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\* ELEC0212-005 06/01/2015

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.03	17.02

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ELEC0245-003 08/26/2013

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 39.72	24.77%+\$5.00+a
Groundman/Truck Driver.....	\$ 15.11	24.77%+\$5.00+a
Heli-arc Welding.....	\$ 34.84	24.77%+\$5.00+a
Lineman.....	\$ 24.54	24.77%+\$5.00+a
Operator - Class 1.....	\$ 27.63	24.77%+\$5.00+a
Operator - Class 2.....	\$ 24.18	24.77%+\$5.00+a
Traffic Signal & Lighting		
Technician.....	\$ 31.09	24.77%+\$5.00+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

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ELEC0245-004 09/01/2014

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 40.83	25.20%+\$5.00+a
Groundman/Truck Driver.....	\$ 15.53	25.20%+\$5.00+a
Lineman.....	\$ 35.50	25.20%+\$5.00+a
Operator - Class 1.....	\$ 28.40	25.20%+\$5.00+a
Operator - Class 2.....	\$ 24.85	25.20%+\$5.00+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

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ELEC0246-006 10/29/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	26.16

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ELEC0306-005 05/26/2014

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

Rates	Fringes
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CABLE SPlicer.....	\$ 36.22	5%+14.86
ELECTRICIAN.....	\$ 34.04	5%+14.86

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ELEC0317-002 05/28/2014

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPlicer.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 32.62	21.45

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ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver...	\$ 14.65	8.18
Line Equipment Operator.....	\$ 19.02	8.69
Lineman; & Cable Splicer....	\$ 21.86	9.01

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ELEC0540-005 01/01/2015

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.96	20.82

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ELEC0573-003 06/01/2015

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 30.57	16.85

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ELEC0575-001 06/02/2014

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	14.21

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ELEC0648-001 09/01/2014

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 28.83	16.29
ELECTRICIAN.....	\$ 28.33	16.27

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ELEC0673-004 05/26/2014

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.29	17.11
ELECTRICIAN.....	\$ 33.04	17.11

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ELEC0683-002 06/02/2014

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 31.45	15.85
ELECTRICIAN.....	\$ 30.85	15.85

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ELEC0688-003 06/02/2014

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.75	15.31

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ELEC0972-002 06/01/2014

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON

## COUNITES

	Rates	Fringes
CABLE SPLICER.....	\$ 32.49	21.33
ELECTRICIAN.....	\$ 32.24	21.33

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 ELEC1105-001 06/02/2014

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.18	15.44

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 ENGI0018-003 05/01/2014

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 33.93	13.90
GROUP 2.....	\$ 33.83	13.90
GROUP 3.....	\$ 32.79	13.90
GROUP 4.....	\$ 31.57	13.90
GROUP 5.....	\$ 26.28	13.90
GROUP 6.....	\$ 34.18	13.90
GROUP 7.....	\$ 34.43	13.90

## OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom;

Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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 ENGI0018-004 05/01/2014

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,  
 BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,  
 COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,  
 FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,  
 HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,  
 HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,  
 LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,  
 MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
 PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,  
 SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN  
 WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and  
 YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 32.44	13.90
GROUP 2.....	\$ 32.32	13.90
GROUP 3.....	\$ 31.28	13.90
GROUP 4.....	\$ 30.10	13.90
GROUP 5.....	\$ 24.64	13.90
GROUP 6.....	\$ 32.69	13.90
GROUP 7.....	\$ 32.94	13.90

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving  
 Machine; Boiler Operator on Compressor or Generator when  
 mounted on a Rig; Cableway; Combination Concrete Mixer &  
 Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump;  
 Crane (All Types, Including Boom Truck, Cherry Picker);  
 Crane-Compact, Track or Rubber over 4,000 lbs. capacity;  
 Cranes-Self Erecting, Stationary, Track or Truck (All  
 Configurations); Derrick; Dragline; Dredge (Dipper, Clam or  
 Suction); Elevating Grader or Euclid Loader; Floating  
 Equipment (All Types); Gradall; Helicopter Crew  
 (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine  
 on Shaft or Tunnel Work; Hydraulic Gantry (Lifting  
 System); Industrial-Type Tractor; Jet Engine Dryer (D8 or  
 D9) Diesel Tractor; Locomotive (Standard Gauge);  
 Maintenance Operator Class A; Mixer, Paving (Single or  
 Double Drum); Mucking Machine; Multiple Scraper;  
 Piledriving Machine (All Types); Power Shovel; Prentice  
 Loader; Quad 9 (Double Pusher); Rail Tamper (with auto  
 lifting & aligning device); Refrigerating Machine (Freezer  
 Operation); Rotary Drill, on Caisson work; Rough Terrain  
 Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver;  
 Tower Derrick; Tree Shredder; Trench Machine (Over 24"  
 wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel  
 Machine and/or Mining Machine; and Wheel Excavator.



GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insert/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0066-023 06/01/2014

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 37.55	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 37.22	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 33.49	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 29.54	17.51
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 26.15	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 34.42	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 34.12	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 30.70	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 27.08	17.51
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 23.97	17.51
ALL OTHER WORK		
GROUP 1.....	\$ 31.29	17.51
ALL OTHER WORK		
GROUP 2.....	\$ 31.02	17.51
ALL OTHER WORK		
GROUP 3.....	\$ 27.91	17.51
ALL OTHER WORK		
GROUP 4.....	\$ 24.62	17.51
ALL OTHER WORK		
GROUP 5.....	\$ 21.79	17.51

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor;

Curb Builder, self-propelled; Drill Wagon; Generator Set;  
 Generator-Steam; Heater-Portable Power; Hydraulic  
 Manipulator Crane; Jack-Hydraulic Power driven;  
 Jack-Hydraulic (Railroad); Ladavator; Minor Machine  
 Operator; Mixer-Concrete; Mulching Machine; Pin Puller;  
 Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull  
 Type); Saw-Concrete-Self-Propelled (Highway Work); Signal  
 Person; Spray Cure Machine-Motor Powered; Stump Cutter;  
 Tractor; Trencher Form; Water Blaster; Steam Jenny;  
 Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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 IRON0017-002 05/01/2015

ASHTABULA (North of Route 6, starting at the Geauga County  
 Line, proceeding east to State Route 45), CUYAHOGA, ERIE  
 (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the  
 north border through Monroeville & Willard), LAKE, LORAIN,  
 MEDINA (North of Old Rte. #224), PORTAGE (West of a line from  
 Middlefield to Shalersville to Deerfield), and SUMMIT (North of  
 Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
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IRONWORKER

Ornamental, Reinforcing, & Structural.....	\$ 31.30	22.01
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 IRON0017-010 05/01/2015

ASHTABULA (Eastern part from Lake Erie on the north to route  
 #322 on the south to include Conneaut, Kingsville, Sheffield,  
 Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont,  
 Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
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IRONWORKER

Structural, including metal building erection & Reinforcing.....	\$ 31.30	22.01
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 IRON0044-002 08/27/2014

CLINTON (South of a line drawn from Blanchester to Lynchburg),  
 HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of  
 county inside lines drawn from Marshall to Lynchburg from the  
 northern county line through E. Monroe to Marshall) & WARREN  
 (South of a line drawn from Blanchester through Morrow to the  
 west county line)

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 23.09	18.40
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Ornamental; Structural.....\$ 25.65 18.40

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IRON0055-003 07/01/2013

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 19.40	18.32
Flat Road Mesh.....	\$ 20.75	18.00
Tunnels & Caissons Under		
Pressure.....	\$ 28.50	18.00
All Other Work.....	\$ 28.32	19.35

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IRON0147-002 06/01/2014

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.39	19.12

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IRON0172-002 06/01/2014

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 27.67	18.25
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IRON0207-004 06/01/2013		

ASHTABULA (Southern part starting at the Geauga County line),  
 COLUMBIANA (E. of a line from Damascus to Highlandtown),  
 MAHONING (N. of Old Route #224), PORTAGE (E. of a line from  
 Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 29.06	19.36
Ornamental; Reinforcing;		
Structural.....	\$ 28.06	19.36
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IRON0290-002 06/01/2014		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn  
 from east to the west county line going through Oxford,  
 Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line  
 drawn from Catawla to the point where #68 intersects the  
 northern county line), CLARK (Western two-thirds), CLINTON  
 (Excluding south of a line drawn from Blanchester to  
 Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from  
 Marshall to Lynchburg & from the northern county line through  
 East Monroe to Marshall), LOGAN (West of a line drawn from  
 West Liberty to where the northern county line meets the  
 western county line of Hardin), MERCER (Southern half), MIAMI,  
 MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line  
 drawn from Blanchester through Morrow to the western county  
 line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 26.73	19.50
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IRON0372-002 07/01/2014		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT,  
 CLINTON (South of a line drawn from Blanchester to Lynchburg),  
 HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of  
 county inside lines drawn from Marshall to Lynchburg from the  
 northern county line through E. Monroe to Marshall) and WARREN  
 (South of a line drawn from Blanchester through Morrow to the  
 west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of		
Hamilton County Courthouse..	\$ 26.50	18.45
Up to & including 30-mile		
radius of Hamilton County		

Courthouse.....	\$ 26.25	18.45
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IRON0549-003 12/01/2012

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM  
(Excluding portion west of a line starting at Adams Mill going  
to Adamsville and going from Adamsville through Blue Rock to  
the south border)

	Rates	Fringes
IRONWORKER.....	\$ 30.00	16.49

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IRON0550-004 05/01/2015

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to  
Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line  
going through Walhonding & Tunnel Hill to the South Co. line),  
HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.  
#224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.  
#224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding  
city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 26.66	18.36

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IRON0769-004 12/01/2012

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE  
& SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 32.54	20.18

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IRON0787-003 06/01/2013

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.87	19.15

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LABO0265-008 05/01/2014

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 28.15	9.80
GROUP 2.....	\$ 28.32	9.80

GROUP 3.....	\$ 28.65	9.80
GROUP 4.....	\$ 29.10	9.80
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 30.76	9.80
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 29.38	9.80
GROUP 2.....	\$ 29.55	9.80
GROUP 3.....	\$ 29.88	9.80
GROUP 4.....	\$ 30.33	9.80
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 27.72	9.80
GROUP 2.....	\$ 27.89	9.80
GROUP 3.....	\$ 28.22	9.80
GROUP 4.....	\$ 28.67	9.80

#### LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwwoman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Guniting Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE



SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID  
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

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PAIN0006-002 05/01/2014

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the  
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK;		
REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.57	12.69
GROUP 2.....	\$ 27.97	12.69
GROUP 3.....	\$ 28.27	12.69
GROUP 4.....	\$ 29.27	12.69
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.07	12.69
GROUP 2.....	\$ 26.47	12.69
GROUP 3.....	\$ 26.77	12.69

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &  
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges  
& Open Structural Steel; Tanks - Water Towers; Bridge  
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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PAIN0007-002 07/01/2014

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,  
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,  
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 24.47	14.66
GROUP 2.....	\$ 24.72	14.66

GROUP 3.....	\$ 24.97	14.66
GROUP 4.....	\$ 25.07	14.66
GROUP 5.....	\$ 25.17	14.66
GROUP 6.....	\$ 25.47	14.66
GROUP 7.....	\$ 25.47	14.66
GROUP 8.....	\$ 25.77	14.66
GROUP 9.....	\$ 24.81	13.22

REPAINT IS 90% OF JR

#### PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2015

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 20.73	9.11
GROUP 2.....	\$ 23.39	9.11
GROUP 3.....	\$ 23.89	9.11
GROUP 4.....	\$ 24.14	9.11
GROUP 5.....	\$ 24.39	9.11

#### PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead  
Abatement

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PAIN0012-010 05/01/2015

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 20.73	9.11
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 24.39	9.11
Brush & Roller.....	\$ 23.39	9.11
Sandblasting & Hopper Tender; Water Blasting.....	\$ 24.14	9.11
Spray.....	\$ 23.89	9.11

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PAIN0012-014 05/01/2014

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS  
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.13	10.56
Brush; Roller.....	\$ 24.65	10.56
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.35	10.56
Spray.....	\$ 25.15	10.56
Stacks; Tanks; & Towers.....	\$ 28.16	10.56
Structural Steel & Swing Stage.....	\$ 24.95	10.56

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PAIN0093-001 12/01/2014

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 30.19	14.50
Power Generating Facilities.	\$ 27.04	14.50

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PAIN0249-002 05/01/2015

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY &amp; PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 23.24	6.38
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 23.24	6.38
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 23.99	6.38
GROUP 4 - Steeplejack Work..	\$ 24.19	6.38
GROUP 5 - Coal Tar.....	\$ 24.74	6.38
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 26.48	6.38
GROUP 7 - Tanks, Stacks & Towers.....	\$ 26.88	6.38
GROUP 8 - Bridge Blaster, Rigger.....	\$ 32.85	6.38

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PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

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PAIN0438-002 12/01/2014

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 30.88	13.98
Power Generating Facilities.	\$ 27.73	13.98

---

PAIN0476-001 06/01/2014

## COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 24.92	10.73
GROUP 2.....	\$ 26.92	10.73
GROUP 3.....	\$ 25.13	10.73
GROUP 4.....	\$ 25.42	10.73
GROUP 5.....	\$ 25.57	10.73
GROUP 6.....	\$ 25.82	10.73
GROUP 7.....	\$ 26.92	10.73

## PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush &amp; Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above  
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

-----  
PAIN0555-002 06/01/2014

## ADAMS, HIGHLAND, JACKSON, PIKE &amp; SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 29.26	13.67
GROUP 2.....	\$ 30.58	13.67
GROUP 3.....	\$ 31.91	13.67
GROUP 4.....	\$ 34.49	13.67

## PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure  
Washing; Epoxy & Two Component Materials; Lead Abatement;  
Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of  
25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

-----  
PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS &amp; WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles &		
Stacks; Sandblasting		
Steel; Structural Steel &		
Metalizing.....	\$ 20.71	11.00
Brush & Roller.....	\$ 20.00	11.00
Spray; Tank Interior &		
Exterior.....	\$ 20.53	11.00

-----  
PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day;  
July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1  
Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid  
vacation; After 2, but less than 10 years' service - 10  
days' paid vacation; After 10, but less than 20 years'  
service - 15 days' paid vacation; After 20 years' service -  
20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of  
mother, father, brother, sister, spouse, child,  
mother-in-law, father-in-law, grandparent and inlaw  
provided employee attends funeral

-----  
PAIN0788-002 06/01/2014

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA  
(Allen, Bay, Bono, Catawba Island, Clay Center, Curtice,  
Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem  
Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.97	11.12
Structural Steel.....	\$ 24.57	11.12

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$ .50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE  
CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and  
horizontal cable. While operating sprayguns, sandblasting,  
cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE  
CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy

that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

-----  
PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.83	10.00

-----

PAIN0841-001 06/01/2014

MEDINA, PORTAGE (South of and including Ohio Turnpike), and  
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 24.86	12.19
GROUP 2.....	\$ 25.51	12.19
GROUP 3.....	\$ 25.61	12.19
GROUP 4.....	\$ 25.71	12.19
GROUP 5.....	\$ 26.11	12.19
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 26.11	12.19

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from  
Scaffolds, Bridge Work and/or Open Structural Steel,  
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or  
Galvanized, Bridges, Tunnels & Related Support Items  
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,  
Drywall Finisher and Follow-up Man Using Automatic Tools

-----  
PAIN1020-002 04/01/2015

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,  
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 23.48	11.50
Drywall Finishing & Taping..	\$ 22.38	11.50
Lead Abatement.....	\$ 25.23	11.50
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 24.23	11.50
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 23.73	11.50
Wallcoverings.....	\$ 21.08	11.50

All surfaces 40 ft. or over where material is applied to or  
labor performed on, above ground level (exterior), floor  
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

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PLUM0042-002 07/01/2014

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND  
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 31.40	18.87

-----  
PLUM0050-002 09/01/2013

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.65	22.54

-----  
\* PLUM0055-003 05/04/2015

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &  
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate  
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 34.90	22.58

-----  
PLUM0083-001 07/01/2013

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
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Plumber and Steamfitter.....	\$ 25.42	27.83
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 PLUM0094-002 05/01/2015

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.83	16.84

-----  
 PLUM0120-002 05/01/2014

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER.....	\$ 35.69	20.72

-----  
 PLUM0162-002 06/01/2014

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 28.25	20.77

-----  
 PLUM0168-002 06/01/2013

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.83	18.47

-----  
 PLUM0189-002 06/01/2013

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.08	20.06

-----  
 PLUM0219-002 06/01/2013

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of

Medina County - All territory south of this line), PORTAGE, and  
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 33.82	21.09
-----		
PLUM0392-002 06/01/2014		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.80	17.79
-----		
PLUM0396-001 06/01/2014		

COLUMBIANA (Excluding Washington & Yellow Creek Townships &  
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),  
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.56	18.40
-----		
PLUM0495-002 06/01/2014		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon  
Townships), COLUMBIANA (Washington & Yellow Creek Townships &  
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),  
COSHOCOTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South  
to State Rte. #78 & from McConnelville west on State Rte. #37  
to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS  
COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 30.42	20.06
-----		
PLUM0577-002 06/01/2014		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,  
SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 26.80	21.88
-----		
PLUM0776-002 07/01/2013		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT  
COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.20	20.24

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TEAM0377-003 05/01/2012

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 23.38	13.18
GROUP 2.....	\$ 23.80	13.18

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;  
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination; Fuel; Pole Trailer;  
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When  
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;  
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck  
Mechanic

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TEAM0436-002 05/01/2014

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.15	14.85
GROUP 2.....	\$ 26.65	14.85

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,  
Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,  
Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double  
Hook-Up Tractor Trailers including Team Track & Railroad  
Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor &  
Tandem Trailer, Tag Along Trailer, Expandable Trailer or  
Towing Requiring Road Permits, Ready-Mix (Agitator or  
Non-Agitator), Bulk Concrete Driver, Dry Batch Truck,  
Articulated End Dump

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010  
 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION□

<b>Project Wage Rate Sheet</b>			U.S. Department of Housing and Urban Development Office of Labor Relations			
<b>Project Name:</b>				<b>Wage Decision Number/Modification Number:</b>		
<b>Project Number:</b>				<b>Project County:</b>		
<b>Work Classification</b>	<b>Basic Hourly Rate (BHR)</b>	<b>Fringe Benefits</b>	<b>Total Hourly Wage Rate</b>	<b>Laborers Fringe Benefits</b>		<b>\$</b>
Bricklayers			\$	<b>Group #</b>	<b>BHR</b>	<b>Total Wage</b>
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	<b>Operators Fringe Benefits:</b>		\$
Plumbers			\$	<b>Group #</b>	<b>BHR</b>	<b>Total Wage</b>
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	<b>Truck Drivers Fringe Benefits:</b>		\$
<b>Other Classifications</b>				<b>Group #</b>	<b>BHR</b>	<b>Total Wage</b>
			\$			
			\$			
			\$			
<b>Additional Classifications (HUD Form 4230-A)</b>						
<b>Work Classification</b>	<b>Basic Hourly Rate (BHR)</b>	<b>Fringe Benefits</b>	<b>Total Hourly Wage Rate</b>	<b>Date of HUD Submission to DOL</b>		<b>Date of DOL Approval</b>
			\$			
			\$			
			\$			



(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OR SUBCONTRACTOR ☐

OMB No.: 1235-0008  
Expires: 02/28/2018

PAYROLL NO.

FOR WEEK ENDING

## PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

## Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)



Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_  
\_\_\_\_\_ (Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



## Labor Standards Compliance Requirements



Information by State



Print version

Date: December 2, 1996

(Rev 1) Letter No. LR-96-01

Subject: **Labor standards compliance requirements for self-employed laborers and mechanics (aka *Working Subcontractors*)**

- I. HUD policy on prevailing wage applicability.
- II. Compliance and certification parameters.
- III. Owners of businesses working with their crews.
- IV. Owner-Operators of power equipment.
- V. Truck drivers.

The Federal prevailing wage requirements and compliance standards for self-employed laborers and mechanics (also referred to as "working subcontractors") have long been a confusing and contentious area for the Department of Labor (DOL), HUD, the Internal Revenue Service and contractors and subcontractors.

The following policy represents an effort to provide practical guidance for field application. The guidance more specifically concerns the wage certification requirements for self-employed mechanics and laborers on projects subject to Federal labor standards provisions including Davis-Bacon and HUD-determined maintenance and nonroutine maintenance prevailing wage rate determinations. This policy does not attempt to establish whether working subcontractors are subject to Federal labor standards nor whether such working subcontractors are *bona fide*. The clear meaning of statutory provisions and regulatory definitions does not require further examination of applicability. Additionally, statutory and regulatory language are clear that the question of whether certain self-employed laborers and mechanics are *bona fide* subcontractors is not germane to the issue of prevailing wage standard applicability.

NOTE: OWNERS  
CAN'T CALL WORKERS  
SUBCONTRACTORS  
UNLESS THEY HAVE A  
WORKING CREW AND  
CAN SUBMIT THEIR  
OWN PAYROLL REPORTS.

Page 2

Letter No. LR-96-01

### I. HUD policy on prevailing wage applicability.

The Davis-Bacon Act (DBA), HUD program Related Acts (DBRA) concerning the payment of prevailing wages as determined by the Secretary of Labor, and the

involves mechanic/trade classifications (i.e., not laborer classifications). (For ease of reference, laborers and mechanics in this context are referred to as "mechanics" and include any case involving laborers.) These mechanics may be represented as sole-proprietors, self-employed mechanics, partners, or corporate officers - all with no direct employees engaged in the covered work.

Accordingly, HUD, and program participants responsible for labor standards administration and enforcement (e.g., PHAs, IHAs, CDBG recipients), may not accept certified payrolls reporting single or multiple owners (e.g., partners) certifying that they have paid to themselves the prevailing wage for their craft. For example, a sole-proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Neither may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or subcontractor (the "responsible employer") for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw for performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one half) for all hours worked in excess of 40 hours per

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week, pursuant to the Contract Work Hours and Safety Standards Act (CWHSSA), where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics may fluctuate from week to week. However, the effective hourly wage rate **may not** be less than the minimum prevailing rate for the respective craft. In any case where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing rate on the wage determination for that craft.

→ **III. Owners of businesses working with their crew.**

Owners of businesses working with their crew on the same HUD-assisted job site may certify to the payment of their own prevailing wages in conjunction with the prevailing wages paid to their employees. This exception to reporting standards *does not* suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner for his/her own wages as that certification *accompanies* the certification offered for the payment of prevailing wages to his/her employees.